

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

IN RE:)	
WILLIAM HAROLD BOSTICK)	CHAPTER 13
DANA MOORE BOSTICK)	
)	
DEBTOR(S))	CASE NO. 19-40574-PWB
)	
)	JUDGE BONAPFEL

STATEMENT OF MODIFIED PLAN

Come(s) now **WILLIAM HAROLD BOSTICK AND DANA MOORE BOSTICK** and state(s) the following:

1. On Thursday, May 30, 2019, Debtor(s) filed a Modified Plan. The Modified Plan is attached as an Exhibit to this Statement of Modified Plan filed with the Bankruptcy Court.
2. The Modified Plan amends the specified sections(s) of the Plan and changes them as follows;

Amended section 2.1 to reduce monthly plan payments to \$715.00

Amended section 2.4 to include addition payment language that states, "Any nonexempt proceeds awarded from pending lawsuit shall be remitted to the Chapter 13 Trustee for distribution to unsecured creditors".

Amended section 3.2 to remove Ally Financial, Inc.

Amended section 3.2 to increase post confirmation payments to Capital One Bank (USA) N.A., dba Capital One Auto Finance to \$370.00 per month beginning February 2020.

Amended section 3.2 to include Debtors' debt with Badcock Furniture. Said debt has an estimated claim amount of \$1,955.00 and house hold items as collateral. The value of said collateral is \$1,600.00 as is the amount of the secured claim. This debt shall be paid at 6% interest at \$59.00 monthly post-confirmation payments.

Amended section 3.3 to reflect Peoples Financial Corporation shall receive monthly post-confirmation payments at \$40.00 and in February 2020 shall receive \$236.00 per month.

Amended section 3.5 to surrender Debtors' interest in a 2013 Dodge Durango with Ally Financial.

Amended section 4.3(e) to reduce monthly attorney's fee disbursements to \$518.00.

Amended section 4.4 to reflect an estimated claim amount of \$632.00 with Georgia Department of Revenue.

Amended section 4.4 to reflect an estimated claim amount of \$18,956.00 with the Internal Revenue Service.

3. Any Amendment contained in the Modified Plan that is not set forth in this Statement of Modified Plan will not be effective.
4. Objections to the confirmation of the Modified Plan must be filed with the Court and served on the Debtor(s), the attorney for the Debtor(s), and the Chapter 13 Trustee at least seven days before the date set for the hearing on confirmation.

This Thursday, May 30, 2019.

Respectfully Submitted,

/S/ Jeffrey B Kelly
Attorney for Debtors
GA Bar No. 412798
107 E. 5th Avenue
Rome, GA 30161
(706) 295-0030
(706) 413-1365 (fax)
lawoffice@kellycanhelp.com

Fill in this information to identify your case:			
Debtor 1	William Harold Bostick		
	First Name	Middle Name	Last Name
Debtor 2	Dana Moore Bostick		
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the NORTHERN DISTRICT OF GEORGIA			
Case number:	19-40574-pwb		
(If known)			

☒ Check if this is an amended plan, and list below the sections of the plan that have been changed. Amendments to sections not listed below will be ineffective even if set out later in this amended plan.
Amended section
2.1,2.4,3.2,3.3,3.5,4.3,4.4

Chapter 13 Plan

NOTE: The United States Bankruptcy Court for the Northern District of Georgia adopted this form plan for use in Chapter 13 cases in the District pursuant to Federal Rule of Bankruptcy Procedure 3015.1. See Order Requiring Local Form for Chapter 13 Plans and Establishing Related Procedures, General Order No. 21-2017, available in the Clerk's Office and on the Bankruptcy Court's website, ganb.uscourts.gov. As used in this plan, "Chapter 13 General Order" means General Order No. 21-2017 as it may from time to time be amended or superseded.

Part 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the United States Bankruptcy Code, local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

Check if applicable.

☐ The plan provides for the payment of a domestic support obligation (as defined in 11 U.S.C. § 101(14A)), set out in § 4.4.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless the Bankruptcy Court orders otherwise. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

To receive payments under this plan, you must have an allowed claim. If you file a timely proof of claim, your claim is deemed allowed unless a party in interest objects. See 11 U.S.C. § 502(a).

The amounts listed for claims in this plan are estimates by the debtor(s). An allowed proof of claim will be controlling, unless the Bankruptcy Court orders otherwise.

The following matters may be of particular importance. *Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included," if both boxes are checked, or if no box is checked, the provision will be ineffective even if set out later in the plan.*

§ 1.1	A limit on the amount of a secured claim, that may result in a partial payment or no payment at all to the secured creditor, set out in § 3.2	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
§ 1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
§ 1.3	Nonstandard provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

Part 2: Plan Payments and Length of Plan; Disbursement of Funds by Trustee to Holders of Allowed Claims

Debtor **William Harold Bostick**
Dana Moore Bostick

Case number _____

§ 2.1 Regular Payments to the trustee; applicable commitment period.

The applicable commitment period for the debtor(s) as set forth in 11 U.S.C. § 1325(b)(4) is:

Check one: ☒ 36 months ☐ 60 months

Debtor(s) will make regular payments ("Regular Payments") to the trustee as follows:

The debtor(s) will pay **\$715.00** per month for the applicable commitment period. If the applicable commitment period is 36 months, additional Regular Payments will be made to the extent necessary to make the payments to creditors specified in this plan, not to exceed 60 months unless the Bankruptcy Court orders otherwise. If all allowed claims treated in § 5.1 of this plan are paid in full prior to the expiration of the applicable commitment period, no further Regular Payments will be made.

Check if applicable.

☐ The amount of the Regular Payment will change as follows (*If this box is not checked, the rest of § 2.1 need not be completed or reproduced. Insert additional lines as needed for more changes.*):

§ 2.2 Regular Payments; method of payment.

Regular Payments to the trustee will be made from future income in the following manner:

Check all that apply:

- ☐ Debtor(s) will make payments pursuant to a payroll deduction order. If a deduction does not occur, the debtor(s) will pay to the trustee the amount that should have been deducted.
- ☒ Debtor(s) will make payments directly to the trustee.
- ☐ Other (specify method of payment): _____

§ 2.3 Income tax refunds.

Check one.

- ☒ Debtor(s) will retain any income tax refunds received during the pendency of the case.
- ☐ Debtor(s) will (1) supply the trustee with a copy of each income tax return filed during the pendency of the case within 30 days of filing the return and (2) turn over to the trustee, within 30 days of the receipt of any income tax refund during the applicable commitment period for tax years _____, the amount by which the total of all of the income tax refunds received for each year exceeds \$2,000 ("Tax Refunds"), unless the Bankruptcy Court orders otherwise. If debtor's spouse is not a debtor in this case, "tax refunds received" means those attributable to the debtor.
- ☐ Debtor(s) will treat tax refunds ("Tax Refunds") as follows: _____

§ 2.4 Additional Payments.

Check one.

- ☐ **None.** *If "None" is checked, the rest of § 2.4 need not be completed or reproduced.*
- ☒ Debtor(s) will make additional payment(s) ("Additional Payments") to the trustee from other sources as specified below.
Describe the source, estimated amount, and date of each anticipated payment.
ANY NONEXEMPT PROCEEDS AWARDED FROM PENDING LAWSUIT SHALL BE REMITTED TO THE CHAPTER 13 TRUSTEE FOR DISTRIBUTION TO UNSECURED CREDITORS.

§ 2.5 [Intentionally omitted.]

§ 2.6 Disbursement of funds by trustee to holders of allowed claims.

Debtor

William Harold Bostick
Dana Moore Bostick

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- (a) **Disbursements before confirmation of plan.** The trustee will make preconfirmation adequate protection payments to holders of allowed claims as set forth in §§ 3.2 and 3.3.
- (b) **Disbursements after confirmation of plan.** Upon confirmation, after payment of the trustee's statutory fee, the trustee will disburse Regular Payments, Additional Payments, and Tax Refunds that are available for disbursement to make payments to holders of allowed claims as follows:
- (1) **First disbursement after confirmation of Regular Payments.** In the first disbursement after confirmation, the trustee will disburse all available funds from Regular Payments in the following order:
- (A) To pay any unpaid preconfirmation adequate protection payments required by 11 U.S.C. § 1326(a)(1)(C) as set forth in § 3.2, § 3.3, and orders of the Bankruptcy Court;
 - (B) To pay fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3;
 - (C) To make payments pro rata based on the monthly payment amount: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on domestic support obligations as set forth in § 4.4; on the arrearage claims on nonpriority unsecured claims as set forth in § 5.2; and on executory contracts and unexpired leases as set forth in § 6.1; and
 - (D) To pay claims in the order set forth in § 2.6(b)(3).
- (2) **Second and subsequent disbursement after confirmation of Regular Payments.** In the second disbursement after confirmation, and each month thereafter, the trustee will disburse all available funds from Regular Payments in the order below. All available Regular Payments will be distributed to the claims in each paragraph until such claims are paid in full.
- (A) To make concurrent monthly payments, including any amount past due under this plan: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3; on domestic support obligations as set forth in § 4.4; on the arrearage claims on both nonpriority unsecured claims as set forth in § 5.2 and executory contracts and unexpired leases as set forth in § 6.1;
 - (B) To make pro rata payments on administrative expenses allowed under 11 U.S.C. § 503(b) other than the trustee's fee and the debtor's attorney's fees, expenses, and costs; and
 - (C) To pay claims in the order set forth in § 2.6(b)(3).
- (3) **Disbursement of Additional Payments and Tax Refunds.** The trustee will disburse the Additional Payments and Tax Refunds in the following order:
- (A) To pay fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3;
 - (B) To make pro rata payments on administrative expenses allowed under 11 U.S.C. § 503(b) other than the trustee's fee and the debtor's attorney's fees, expenses, and costs;
 - (C) To make payments pro rata based on the monthly payment amount: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on domestic support obligations as set forth in § 4.4; on the arrearage claims on both nonpriority unsecured claims as set forth in § 5.2 and executory contracts and unexpired leases as set forth in § 6.1;
 - (D) To pay other Allowed Secured Claims as set forth in § 3.6;
 - (E) To pay allowed claims entitled to priority under 11 U.S.C. § 507, other than administrative expenses and domestic support obligations; and
 - (F) To pay nonpriority unsecured claims not otherwise classified as set forth in § 5.1 ("Unclassified Claims") and to pay nonpriority unsecured claims separately classified as set forth in § 5.3 ("Classified Claims"). The trustee will estimate the total amounts to be disbursed during the plan term (1) to pay Unclassified Claims and (2) to pay Classified Claims. Funds available for disbursement on these claims will be allocated pro rata to each class, and the funds available for disbursement for each class will be paid pro rata to the creditors in the class.
- (4) Unless the debtor(s) timely advise(s) the trustee in writing, the trustee may treat and disburse any payments received from the debtor(s) as Regular Payments.

Part 3: Treatment of Secured Claims

Debtor

**William Harold Bostick
Dana Moore Bostick**

Case number

§ 3.1 Maintenance of payments and cure of default, if any.*Check one.*☒ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.**§ 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.**☐ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.☒ The debtor(s) request(s) that the Bankruptcy Court determine the value of the secured claims listed below.

For each non-governmental secured claim listed below, the debtor(s) state(s) that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless the Bankruptcy Court orders otherwise, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each creditor checked below, debtor(s) will file a motion pursuant to Bankruptcy Rule 3012 and the Chapter 13 General Order to request determination of the amount of the secured claim.

For each listed claim below, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Check only if motion to be filed	Name of creditor	Estimated amount of total claim	Collateral and date of purchase	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly pre-confirmation adequate protection payment	Monthly post-confirmation payment
<input type="checkbox"/>	Capital One Bank (USA), N.A. dba Capital One Auto Finance	\$7,530.00	2015 Hyundai Elantra 03-13-2015	\$7,000.00	\$0.00	\$7,000.00	6.00%	\$70.00	\$70.00 In February 2020, plan payment shall increase to 370 per month.
<input type="checkbox"/>	Badcock Furniture	\$1,955.00	HHG 2017	\$1,600.00	\$0.00	\$1,600.00	6%	\$0.00	\$59 per month.

§ 3.3 Secured claims excluded from 11 U.S.C. § 506.*Check one.*☐ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.☒ The claims listed below were either:

(1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle

Debtor

**William Harold Bostick
Dana Moore Bostick**

Case number

acquired for the personal use of the debtor(s), or

(2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

The holder of any claim listed below will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Name of Creditor	Collateral	Purchase date	Estimated amount of claim	Interest rate	Monthly preconfirmation adequate protection payment	Monthly postconfirmation payment to creditor by trustee
Peoples Financial Corporation	2011 Mazda Mazda3	02-12-2018	\$4,269.00	6.00%	\$40.00	\$40.00 In February 2020, plan payment shall increase to 236 per month.

§ 3.4 Lien avoidance.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.**§ 3.5 Surrender of collateral.**

Check one.

☐ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.☒ The debtor(s) elect(s) to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request(s) that, upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Confirmation of the plan results in termination of such stays. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below. No payments as to the collateral will be made, and all secured claims based on the collateral will not otherwise be treated by the plan.

Name of Creditor	Collateral
Ally Financial	2013 Dodge Durango

§ 3.6 Other Allowed Secured Claims.

A proof of claim that is filed and allowed as a secured claim, but is not treated as a secured claim in this plan, shall be paid with interest at the rate of 6.00 %. Payments will commence as set forth in § 2.6. Notwithstanding the foregoing, the debtor(s), and any other party in interest, may: object to allowance of the claim; request that the Bankruptcy Court determine the value of the secured claim if modification of the claim is permissible and if 11 U.S.C. § 506 is applicable; or request that the Bankruptcy Court avoid the creditor's lien pursuant to 11 U.S.C. § 522(f), if applicable.

If the Bankruptcy Court determines the value of the secured claim, the portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan.

Debtor **William Harold Bostick**
Dana Moore Bostick

Case number _____

The holder of the claim will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth above, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Part 4: Treatment of Fees and Priority Claims

§ 4.1 General.

Trustee's fees and all allowed priority claims will be paid in full without postpetition interest. An allowed priority claim will be paid in full regardless of whether it is listed in § 4.4.

§ 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case.

§ 4.3 Attorney's fees.

(a) The unpaid fees, expenses, and costs owed to the attorney for the debtor(s) in connection with legal representation in this case are \$ 4,500.00. The allowance and payment of the fees, expenses and costs of the attorney for the debtor(s) are governed by General Order 22-2017 ("Chapter 13 Attorney's Fees Order"), as it may be amended.

(b) Upon confirmation of the plan, the unpaid amount shall be allowed as an administrative expense under 11 U.S.C. § 503(b) to the extent set forth in the Chapter 13 Attorney's Fees Order.

(c) The Bankruptcy Court may allow additional fees, expenses, and costs to the attorney for debtor(s) in excess of the amount shown in § 4.3(a) above upon application of the attorney in compliance with the Chapter 13 Attorney's Fees Order and after notice and a hearing.

(d) From the first disbursement after confirmation, the attorney will receive payment under § 2.6(b)(1) up to the allowed amount set forth in § 4.3(a).

(e) The unpaid balance and any additional amounts allowed under § 4.3(c) will be payable (1) at \$ 518.00 per month from Regular Payments and (2) from Tax Refunds or Additional Payments, as set forth in § 2.6, until all allowed amounts are paid in full.

(f) If the case is converted to Chapter 7 before confirmation of the plan, the debtor(s) direct(s) the trustee to pay to the attorney for the debtor(s) the amount of \$ 2,500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the stated amount or the maximum amount to the attorney, whichever is less.

(g) If the case is dismissed before confirmation of the plan, fees, expenses, and costs of the attorney for the debtor(s) in the amount of \$ 2,500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits, will be allowed to the extent set forth in the Chapter 13 Attorney's Fees Order. The attorney may file an application for fees, expenses, and costs in excess of the maximum amount within 10 days from entry of the order of dismissal. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the allowed amount to the attorney.

(h) If the case is converted to Chapter 7 after confirmation of the plan, the debtor(s) direct(s) the trustee to deliver to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

(i) If the case is dismissed after confirmation of the plan, the trustee will pay to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

§ 4.4 Priority claims other than attorney's fees.

☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

(a) Check one.

☒ The debtor(s) has/have no domestic support obligations. If this box is checked, the rest of § 4.4(a) need not be completed or reproduced.

Debtor **William Harold Bostick**
Dana Moore Bostick

Case number _____

(b) The debtor(s) has/have priority claims other than attorney's fees and domestic support obligations as set forth below:

Name of creditor	Estimated amount of claim
Georgia Department of Revenue	\$632.00
Internal Revenue Service	\$18,956.00

Part 5: Treatment of Nonpriority Unsecured Claims**§ 5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata, as set forth in § 2.6. Holders of these claims will receive:

Check one.

☒ A pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ A pro rata portion of the larger of (1) the sum of \$_____ and (2) the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ The larger of (1) _____% of the allowed amount of the claim and (2) a pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ 100% of the total amount of these claims.

Unless the plan provides to pay 100% of these claims, the actual amount that a holder receives will depend on (1) the amount of claims filed and allowed and (2) the amounts necessary to pay secured claims under Part 3 and trustee's fees, costs, and expenses of the attorney for the debtor(s), and other priority claims under Part 4.

§ 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

§ 5.3 Other separately classified nonpriority unsecured claims.

Check one.

☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

Part 6: Executory Contracts and Unexpired Leases**§ 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.**

Check one.

☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Vesting of Property of the Estate**§ 7.1 Unless the Bankruptcy Court orders otherwise, property of the estate shall not vest in the debtor(s) on confirmation but will vest in the debtor(s) only upon: (1) discharge of the debtor(s); (2) dismissal of the case; or (3) closing of the case without a discharge upon the completion of payments by the debtor(s).****Part 8: Nonstandard Plan Provisions**

Debtor **William Harold Bostick**
Dana Moore Bostick

Case number _____

§ 8.1 Check "None" or List Nonstandard Plan Provisions.



None. If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Part 9: Signatures:

§ 9.1 Signatures of Debtor(s) and Attorney for Debtor(s).

The debtor(s) must sign below. The attorney for the debtor(s), if any, must sign below.

X /s/

William Harold Bostick

Signature of debtor 1 executed on **May 29, 2019**

6 Elliott Circle NW
Rome, GA 30165

X /s/

Dana Moore Bostick

Signature of debtor 2 executed on **May 29, 2019**

6 Elliott Circle NW
Rome, GA 30165

X /s/

Jeffrey B. Kelly 412798

Signature of attorney for debtor(s)

Law Office of Jeffrey B. Kelly, P.C.

Date: **May 29, 2019**

107 E. 5th Avenue
Rome, GA 30161

By filing this document, the debtor(s), if not represented by an attorney, or the attorney for debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Local Form for Chapter 13 Plans that the Bankruptcy Court for the Northern District of Georgia has prescribed, other than any nonstandard provisions included in Part 8.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

IN RE:)	CHAPTER 13
WILLIAM HAROLD BOSTICK)	
DANA MOORE BOSTICK)	
)	CASE NO. 19-40574-PWB
DEBTOR(S))	
)	JUDGE BONAPFEL

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the foregoing **Statement of Modified Plan** on the following by U. S. Mail, in a properly stamped and addressed envelope.

Chapter 13 Trustee
Mary Ida Townson
191 Peachtree Street, NE
Suite 2200
Atlanta, GA 30303-1740

William Bostick & Dana Bostick
6 Elliott Circle NW
Rome, GA 30165

All creditors on the attached matrix.

This Thursday, May 30, 2019.

/s/Jeffrey B. Kelly
JEFFREY B. KELLY
Law Office of Jeffrey B. Kelly, P.C.
Attorney for Debtors
Georgia Bar No. 412798
107 E. 5th Avenue
Rome, GA 30161
(678) 861-1127 (Phone)
(706) 413-1365 (Fax)
lawoffice@kellycanhelp.com

Label Matrix for local noticing
113E-4
Case 19-40574-pwb
Northern District of Georgia
Rome
Thu May 30 10:04:48 EDT 2019

24 Physicians PC
PO Box 403631
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AT&T Mobility II LLC
%AT&T SERVICES INC.
KAREN A. CAVAGNARO PARALEGAL
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AT&T
P.O. Box 105262
Atlanta, GA 30348-5262

Ally Bank
PO Box 130424
Roseville, MN 55113-0004

Ally Financial
PO Box 380901
Minneapolis, MN 55438-0901

Amerifinancial Solutions
P O Box 65018
Baltimore, MD 21264-5018

Lisa H. Baggett
Solomon Baggett, LLC
3763 Rogers Bridge Road
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Barclays Bank Delaware
125 South West Street
Wilmington, DE 19801-5014

Barclays Bank Delaware
PO Box 8803
Wilmington, DE 19899-8803

Big Pictures Loans
N5380 US-45
Watersmeet, MI 49969

Dana Moore Bostick
6 Elliott Circle NW
Rome, GA 30165-1102

William Harold Bostick
6 Elliott Circle NW
Rome, GA 30165-1102

CHCHA dba Erlanger Health System
320 N. Holtzclaw Ave
Chattanooga, TN 37404-2305

Capital One Auto Finance
PO Box 259407
Plano, TX 75025-9407

Capital One Auto Finance, a division of Capi
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Capital One Bank (USA), N.A.
by American InfoSource as agent
4515 N Santa Fe Ave
Oklahoma City, OK 73118-7901

Capital One Bank USA NA
10700 Capital One Way
Glen Allen, VA 23060-9243

Cavalry Portfolio Services LLC
500 Summit Lake Drive
Suite 400
Valhalla, NY 10595-2322

Cavalry SPV I, LLC
500 Summit Lake Drive, Ste 400
Valhalla, NY 10595-2321

Collection Service of Athens
PO Box 8048
Athens, GA 30603-8048

Coosa Valley Credit Union
2010 Redmond Cir NW
Rome, GA 30165-1398

Credit Bureau Associates
112 Ward St
Macon, GA 31204-3147

Credit One Bank
PO Box 98872
Las Vegas, NV 89193-8872

Credit One Bank NA
P.O. Box 98872
Las Vegas, NV 89193-8872

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

Discover FIN SVCS LLC
P.O. Box 15316
Wilmington, DE 19850-5316

Dr. Larkin Swartz
313 Redmond Road
Rome, GA 30165-1539

Equifax
PO Box 740241
Atlanta, GA 30374-0241

Erlanger Health System
PO Box 1150
Chattanooga, TN 37401-1150

Experian
PO Box 9701
Allen, TX 75013-9701

Floyd Medical Center
304 Turner McCall Blvd
Rome, GA 30165-5621

(p)GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
ARCS BANKRUPTCY
1800 CENTURY BLVD NE SUITE 9100
ATLANTA GA 30345-3202

HARBIN CLINIC LLC
C/O NATIONWIDE RECOVERY SERVICE
PO BOX 8005
CLEVELAND, TN 37320-8005

HC Processing
P.O. Box 708670
Sandy, UT 84070-8670

HC Processing Center
PO Box 829
Springdale, AR 72765-0829

Harbin Clinic, LLC
PO Box 18710
Belfast, ME 04915-4082

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Jeffrey B. Kelly
Law Office of Jeffrey B. Kelly, P.C.
107 E. 5th Avenue
Rome, GA 30161-1725

Paul R. Knighten
Knighten Law Firm
Suite D-295
2221 Peachtree Road NE
Atlanta, GA 30309-1148

MIDLAND FUNDING LLC
PO BOX 2011
WARREN MI 48090-2011

Midland Funding LLC
2365 Northside Drive Suite 300
San Diego, CA 92108-2709

(p)NATIONWIDE RECOVERY SERVICE
PO BOX 8005
CLEVELAND TN 37320-8005

PDQ
PO Box 2109
Woodstock, GA 30188-1374

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Peoples Financial Corporation
1013 Shorter Avenue SW
Rome, GA 30165-4053

Peoples Loan and Finance Corporation
c/o Solomon Baggett, LLC
3763 Rogers Bridge Road
Duluth, GA 30097-2845

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Rome Orthopaedic Center
1500 Klondike Road Ste A210
Conyers, GA 30094-5116

Rome Radiology Group P.A.
P.O. Bx 3253
Indianapolis, IN 46206-3253

SCA Collection
300 East Arlington Blvd
STE 6-A
Greenville, NC 27858-5043

SYNCB/Belk
PO Box 965005
Orlando, FL 32896-5005

Scana Energy
3344 Peachtree Road NE
Suite 2150
Atlanta, GA 30326-4808

Southeastern Pathology PC
311 West 8th Street
Rome, GA 30165-2797

Spot Loan
P.O. Box 927
Palatine, IL 60078-0927

Spot Loan
c/o Blue Chip Financial
P.O. Box 720
Belcourt, ND 58316-0720

Syncb/JCPenney
PO Box 965007
Orlando, FL 32896-5007

Syncb/Wal-Mart
PO Box 965024
Orlando, FL 32896-5024

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Synchrony Bank
P.O. Box 965004
Orlando, FL 32896-5004

Synchrony Bank
P.O. Box 965029
Orlando, FL 32896-5029

Mary Ida Townson
Chapter 13 Trustee
Suite 2200
191 Peachtree Street, NE
Atlanta, GA 30303-1770

Trans Union
PO Box 1000
Chester, PA 19016-1000

US Dept of Education/GL
2401 International
PO Box 7859
Madison, WI 53707-7859

United States Attorney
Northern District of Georgia
75 Ted Turner Drive SW, Suite 600
Atlanta GA 30303-3309

United States Department of Education
CLAIMS FILING UNIT
PO Box 8973
Madison, WI 53708-8973

Verizon
by American InfoSource as agent
4515 N Santa Fe Ave
Oklahoma City OK 73118-7901

Verizon Wireless
3 Verizon Plaza
Alpharetta, GA 30004-8510

W.S. Badcock Corporation
P.O. Box 724
Mulberry, FL 33860-0724

Wakefield and Associates
PO Box 50250
Knoxville, TN 37950-0250

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION, ARCS - BANKRUPTCY
1800 CENTURY BLVD NE, SUITE 9100
ATLANTA GA 30345-3205

(d)Georgia Department of Revenue
Bankruptcy Section
PO Box 161108
Atlanta, GA 30321-1108

(d)Georgia Department of Revenue
P.O. Box 105499
Atlanta, GA 30348-5499

Nationwide Recovery Serv
545 W Inman St
Cleveland, TN 37311

Portfolio Recovery
120 Corporate Blvd Suite 100
Norfolk, VA 23502

(d)Portfolio Recovery Associates, LLC
POB 41067
Norfolk VA 23541

(d)W.S. Badcock Corporation
PO Box 497
Mulberry, FL 33860

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Capital One Auto Finance, a division of Ca
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

(u)Peoples Loan and Finance Corporation

(u)W.S. Badcock Corp.

End of Label Matrix	
Mailable recipients	69
Bypassed recipients	3
Total	72